



2022-2023

Grants Submission Platform  
Deadline: January 17, 2023

No faxes or emails will be accepted

The application packet is available at:

<https://scdd.ca.gov/grantinformation/>

Contact Kristie Allensworth with any questions at  
[kristie.allensworth@scdd.ca.gov](mailto:kristie.allensworth@scdd.ca.gov).

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## **BACKGROUND**

The State Council on Developmental Disabilities (Council) is established by both federal law (Developmental Disabilities and Bill of Rights Act) and state law (Lanterman Act [Welfare and Institutions Code, §4520 et seq.]). The Council advocates, promotes and implements policies and practices designed to achieve self-determination, independence, productivity and inclusion in all aspects of community life for Californians with intellectual and/or developmental disabilities (I/DD) and their families. The Council is funded by the U.S. Department of Health and Human Services (DHHS), Administration for Community Living (ACL), Office on Intellectual and Developmental Disabilities (OIDD). Federal law requires the Council to identify methods to improve and increase services for individuals with I/DD and their families and to submit these to the ACL in the form of a 5-year State Plan. The Council's primary work is achieving the State Plan goals, objectives, and strategies.

## **Scope Of Work**

The California State Council on Developmental Disabilities is currently seeking a vendor to provide a Grants Submission Platform. The platform must be easy to design and use and fully functional by no later than March 2023 for public launch. The desired platform will have the following capabilities:

- California-approved/utilized system with U.S. office
- Microsoft-compatible
- Available training for internal users
- User-friendly dashboards & tools
- 24/7 Help desk
- Unlimited users
- Unlimited applicants
- Unlimited reviewers
- Unlimited programs/grants

- Preferably cloud-based
- Capable of multi-stage review (e.g. administrative, scoring team, etc.)
- Reviewer recruitment &/or tracking capacity
- Onboarding & technical support
- Supports multiple languages

### **Contract Budget**

Subject to the availability of funds and approval by SCDD, there is a current maximum budget of \$15,000.00. SCDD reserves the right to amend the budget for this Agreement as needs arise.

### **Contract Amendment**

SCDD reserves the right to amend the Agreement for additional time as required for completion of work, or to increase funding, in accordance with Exhibit B, Budget Detail and Payment Provisions of the resulting Agreement. Any contract amendments require SCDD and contractor to execute a Std. 213A, and approval by DGS, if required. The contract awarded pursuant to this RFP may be amended in compliance with the State Contracting Manual Volume 1, including but not limited to section 3.09 and 5.81.

### **CONTENTS OF PROPOSAL PACKAGE**

Completed proposals must include the following elements:

**Cover Letter** (The cover letter to the proposal must be signed and include):

- ✓ the SCDD." No deviations from or exceptions to this statement shall be accepted or permitted.

#### **Contact Information**

- ✓ List the appropriate individuals with whom the SCDD staff will communicate for the indicated purposes.

#### **Signatory Authority:**

- ✓ Identify the organization's Director (CEO or equivalent) who can legally enter into a contractual agreement on behalf of the Proposer.

**Qualifications:**

- ✓ Describe your organization's qualifications to implement the proposed project.

**Budget Detail Worksheet:**

- ✓ Develop a line item budget for the project.

**Summary:**

- ✓ The Proposer shall include a brief overview of the project and summarize the Proposer's approach to the work.

**Qualification Requirements**

Failure to meet the following requirements by the proposal due date will be grounds for SCDD to deem a bidder non-responsive. In submitting a proposal, each bidder must certify that it possesses the following qualification requirements

1. License Requirements: Local city or county business license
2. Subcontracting: Bidders must perform at least seventy-five percent (75%) of the services and work to be performed as described in Exhibit A, Scope of Work". No more than twenty-five percent (25%) of the services and work as described in Exhibit A, Scope of Work can be subcontracted.
3. Expatriate Corporations: The SCDD may not enter into any contract with an expatriate corporation per California Public Contract Code 10286.1. Bidders must certify that they are not an expatriate corporation (see Attachment 2, CCC 04/2017, Contractor Certification Clause).

**Administrative Review**

Proposals will be reviewed and evaluated for timeliness and completeness of RFP specifications. Reviewers will compare the contents of each proposal to and ensure that the minimum qualifications are met. Proposals that do not contain all the required items will be rejected.

If this Contract is awarded, it will be to the lowest responsive and responsible bidder. The SCDD reserves the right to reject all proposals.

## **\*PDG PROPOSAL TIMELINE, REQUIREMENTS & QUESTIONS**

### **Timeline**

Questions accepted ongoing until	January 06, 2023
Answers will be posted on SCDD website ongoing until	January 10, 2023
Application Deadline	January 17, 2023 at 1:00 P.M.
Public Notice of Grant(s) Awarded	January 23, 2023
Protest Period	January 23-28, 2023
Award Notification*	January 31, 2023
Dates of Project	February 1, 2023-December 31, 2023
*Pending successful completion of the protest period	

Proposals must be received by 1:00 P.M. on January 17, 2023 at:  
State Council on Developmental Disabilities  
3831 N. Freeway Boulevard, Suite 125  
Sacramento, CA 95834  
Attention: Kristie Allensworth

### **Introduction**

The information below sets out the conditions that this RFP, the submitting firm's Proposal and the resulting Contract are subject to and/or the requirements with which the firm must comply. Any concerns or issues with any of the conditions or requirements, including those referenced below under Commitment must be addressed during the question and answer period of this RFP.

### **Commitment**

Upon submittal of a Proposal, the Contractor has committed to comply with the following requirements:

- All items noted in RFP documents
- Special Terms and Conditions contained in Exhibit D

- **General Terms and Conditions (GTCs)** available for viewing at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=gtc>
- **Contractor Certification Clauses (CCCs)** available for viewing at <https://www.dgs.ca.gov/SearchResult?search=CCC&divisionid=>

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposal that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests shall include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of SCDD and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

If the Proposer fails to meet any of the requirements or comply with SCDD requests, SCDD can reject, disqualify, or remove the firm from the process. SCDD is not committed to award an Agreement resulting from this RFP. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

## **Antitrust Claims**

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

## **Contractor's Cost**

All costs resulting from the Contractor's participation in the RFP process are at the firm's expense. No costs incurred by the Contractor participating in the RFP process will be reimbursed by SCDD.

## **Information**

All materials submitted in response to this RFP will become the property of SCDD and, as such, are subject to the Public Records Act (Government Code Sections 6250 et seq.). SCDD will disregard any language purporting to render all or portions of any RFP package confidential.

All information obtained or produced during the course of the Agreement will be made available to SCDD.

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes shall be so marked by the firm prior to submission to SCDD. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

SCDD will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the firm to the extent allowable by the California PRA and the PCC.



## **Written Questions**

The RFP includes a formal question and answer period in which Proposers have the opportunity to submit questions to the SCDD's Contracts Unit regarding the RFP.

All questions must be submitted in writing by e-mail to [kristie.allensworth@scdd.ca.gov](mailto:kristie.allensworth@scdd.ca.gov) by the Written Questions due date and time listed in the Timeline. Correspondence must be marked "Questions Relating to RFP GSP23." The questions and answers will be published in an Addendum to the RFP. The addenda will not divulge the source of the request.

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with SCDD officers and employees shall be non-binding on the State and shall in no way exclude the Bidder of any obligations as set forth in this package.

SCDD reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to SCDD prior to the deadline for submission of written questions. SCDD will issue addenda to address all written questions submitted during the question and answer period.

## **Modification of Submittals**

A Proposal submitted prior to the submittal deadline, can be withdrawn or modified per written request by the submitting firm.

A Proposal cannot be withdrawn for modification after the submittal deadline has passed.

### **Errors in Submittals**

An error in a Proposal package may be cause for rejection of that Proposal. However, rejection may not be required and SCDD may make certain corrections if the error is of a minor nature and/or the firm's intent is clearly established based on a review of the complete Proposal as determined by SCDD.

### **Payments to the Contractor**

Payments to the Contractor by SCDD will be made in arrears. Services rendered by the Contractors must be identified on an invoice, to be billed monthly in arrears.

Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal. SCDD may reject any Proposal if it is conditional, incomplete or contains irregularities. SCDD may waive an immaterial deviation in a Proposal, if deemed in the best interest of SCDD.

### **Deadline**

The Proposal package shall be received by SCDD, at the address listed in Timeline.

Proposals received after the deadline, will be considered late and returned to the Proposer unopened.

### **Addressing**

The Proposal package shall clearly state that it is in response to this RFP and note the RFP number listed with the direction of "Kristie Allensworth – do not open."

**ATTENTION:**

The State Council on Developmental Disabilities is waving the SB/DVBE requirement for this RFP. However, the language must still be added.

**Small Business (SB) Participation**

SCDD requires a minimum of twenty-five percent (25%) of the project services to be contracted to a California OSDS Certified SB that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any Subcontractors, which includes:

If the Proposer is a Certified OSDS SB, as defined in the Bidder Declaration form (link provided in the Required Forms section of this document) shall be completed and submitted with the Proposal.

If the Proposer has identified Subcontractors to be utilized to meet this goal, the Bidder Declaration form (link provided in the Required Forms section of this document) shall be completed and submitted with the Proposal.

Small Business and non-small business may receive preference as set forth below.

For purposes of this RFP, references to "Small Business" include "Microbusiness" unless contrary to law. SB certification of "SB-PW" (public works) cannot be used to fulfill the SB/Non-SB Preference Program(s).

**Small Business (SB) Preference Application**

Any Proposer competing in this process as a California certified SB, or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California certified SB, will receive a five percent (5%) preference. Certification must be provided by DGS, OSDS.

Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied,

5)and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form (link in the Required Forms 17 of this document) to report this information.

Questions regarding certification should be directed to the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

For award based on low price, the preference is applied by reducing the bid price by the amount of participation as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the preference shall not displace an award to a small business with a non-small business.

A copy of the Proposer's SB certification should be included with the proposal Package.

If the Proposer makes a commitment to achieve small business participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to SB/DVBE Reporting section below.

### **Disabled Veteran Business Enterprise (DVBE) Participation**

SCDD requires a minimum of three percent (3%) of the project services to be contracted to a California OSDS Certified DVBE that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any Subcontractors, which includes:

- If the Proposer is a Certified OSDS DVBE, as defined in the Bidder Declaration form (link provided in the Required Forms section of this document) shall be completed and submitted with the Proposal.
- If the Proposer has identified Subcontractors to be utilized to meet this goal, the Bidder Declaration form (link provided in the Required Forms section of this document) shall be completed and submitted with the Proposal.

### **Disabled Veteran Business Enterprise (DVBE) Incentive Application**

Any Proposer competing in this process as a California certified DVBE, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California certified DVBE, will receive an incentive. The incentive amounts for DVBE participation percent are as shown below:

1. Five percent (5%) and above participation level = bid will receive five percent (5%) incentive calculation.
2. Four percent (4%) participation level = bid will receive two percent (2%) incentive calculation.
3. Three percent (3%) participation level = bid will receive one percent (1%) incentive calculation.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). Questions regarding certification should be directed to OSDC at (916) 375-4940.

The incentive is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor incentive, the bid response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net bid price with one or more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified DVBE subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form (link in the Required Forms section of this document) to report this information.

Questions regarding certification should be directed to OSDC at (916) 375-4940.

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on low price, the incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

Application of the incentive shall not displace an award to a DVBE with a non-DVBE.

A copy of the Proposer's DVBE certification should be included with the proposal Package.

### **SB/DVBE Reporting Requirement**

In compliance with GC 14841, awarded Contractor shall, within 60 days of completion of an awarded contract for which a commitment to small business subcontractors, report to SCDD the actual percentage of small business participation that was achieved. Refer to Attachment A to fulfill this requirement.

In compliance with M&VC 999.5(d) and 999.7, awarded Contractor shall, within 60 days of completion of an awarded contract for which the Contractor entered into a subcontract with a DVBE, certify to SCDD all of the following:

1. The total amount the prime contractor received under the contract.
2. The name and address of the DVBEs that participated in the performance of the contract and the contract number.
3. The amount and percentage of work the prime contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the prime contractor.
4. That all payments under the contract have been made to the DVBE. Upon request by the awarding department, the prime contractor shall provide proof of payment for the work.
5. The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor shall provide proof of payment for the work.

After being awarded, Contractor shall use the DVBE subcontractors or suppliers proposed in the bid to the state unless a substitution is requested and approved. Contractor shall request the substitution in writing to SCDD and receive approval from both the SCDD and DGS in writing prior to the commencement of any work by the proposed subcontractor or supplier. A DVBE subcontractor may only be replaced by another DVBE subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

If for this contract, Contractor made a commitment to achieve the DVBE participation goal, SCDD will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, the SCDD shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

A person or entity that knowingly provides false information shall be subject to a civil penalty for violation (M&VC § 999.5(d); GC § 14841). Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the M&VC, including, but not limited to, the requirements of Section 999.5(d). (PCC Code 10230.)

### **SB/DVBE Resources**

The following may be used to locate DVBE Suppliers:

STATE: State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE contractors. For more information, please contact OSDS to find out more:

Office of Small Business and DVBE Services Department of General  
Services Procurement Division  
707 Third Street  
West Sacramento, CA 95605  
Phone:(916) 375-4940 Email: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

Access the list of Focus-Trade Papers and Referral Organizations at:  
[https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-ResourcesList-Folder/Commercially-Useful-Function-for-Certified-Firms\\_or\\_SB.DVBECompliance@dgs.ca.gov](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-ResourcesList-Folder/Commercially-Useful-Function-for-Certified-Firms_or_SB.DVBECompliance@dgs.ca.gov)

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Search by “Keywords” or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://www.caleprocure.ca.gov/pages/index.aspx>

**Remember to verify each firm’s status as a California certified DVBE.**

**Awarding Department:**

Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation.

**Target Area Contract Preference Act (TACPA)**

If the budget for services outlined in this announcement, exceeds \$100,000, SCDD provides the optional TACPA preference for TACPA qualified Proposers. Proposers are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the Proposal.



The Proposer shall provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: Request a Target Area Contract Preference.

If the Proposer is qualified for this preference, the TACPA Preference Request Form (STD 830) must be included in the Proposal submittal.

### **Maximum Combined Preferences and Rules for Award**

In combination with any other preferences (TACPA, SB, or DVBE participation) the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for TACPA or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB and a firm that is SB and DVBE, the award shall be made to the firm that is SB and DVBE.

### **Evaluation and Selection**

SCDD will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal. Each Proposal will first be reviewed to ensure the following items: Proposal is received by date and time specified; Proposal contains all the required documents (see Proposal Completion Checklist); and that the Proposal meets the format requirements specified.

If a Proposal package does not meet all of the requirements set forth in this RFP, it will be considered non-responsive and rejected from further competition.

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

## **Selection Process**

The evaluation team will individually and/or as a team review, evaluate and numerically score all Proposals passing the Pre-Qualification Evaluation, utilizing the following scoring system to assign points. Following this chart is a list of the considerations that the evaluation team may take into account when assigning individual points to a technical Proposal.

## **Points Allowable**

### **0-Inadequate**

Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet SCDD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.

### **1 - Barely Adequate**

Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets SCDD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.

### **2 - Fully Adequate**

Proposal response (i.e., content and/or explanation offered) is fully adequate or fully meets SCDD's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.

### **3 - Excellent or Outstanding**

Proposal response (i.e., content and/or explanation offered) is above average or exceeds SCDD's needs/requirements or expectations. Minimal weaknesses are acceptable. Proposer offers one or more enhancing feature, method, or approach that will enable performance to exceed our basic expectations.

In assigning points for individual rating factors, raters may consider issues including, but not limited to, the extent to which a Proposal response:

1. Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or;
2. Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or;

3. Demonstrates that the Proposer understands SCDD's need's, the services sought, and/or the Contractor's responsibilities, and/or;
4. Illustrates the Proposer's capability to perform all services and meet all scope of work requirements.

### **Grounds for Rejection**

All Proposals may be rejected whenever the determination is made that the Proposals received are not competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a Proposal may be rejected if:

- It is received after the due date and time for submittal.
- The Cost Proposal submittal is unsigned.
- The Proposer has received a substantive negative contract performance from the State.
- Any items required by the RFP are not included with the submittal.

No Proposal may be rejected arbitrarily or without reasonable cause.

### **Award of Agreement**

The award of this Agreement will be to the lowest responsive responsible Proposer meeting all of the RFP requirements.

In the event of a tie, SCDD may utilize a tie breaker to determine the winning Proposer. The tie breaker will be determined based on which Proposer has the most SB and DVBE participation identified in the bid package.

SCDD reserves the right to not award an Agreement.

### **Notice of Intent to Award**

SCDD will post a notice of intent to award this Contract five (5) working days prior to the award being made.

Notice of the intent to award will be posted on SCDD's website at <https://www.scdd.ca.gov> by selecting the proposed contract advertisement. It

is the Proposer's responsibility to check this location for a copy of the Notice of Intent to Award.

### **Rejection of Award**

If the Proposer fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, SCDD may deem that the Proposer has rejected the award.

SCDD reserves the right to disqualify the awardee and award the Agreement to the next highest ranked Proposer.

### **Protest of Award**

A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest shall be filed after the notice of intent to award the contract, but before the actual award.

Within five (5) working days of the initial protest filing, the Proposer shall submit a detailed written statement with information that supports that the Proposer would have been awarded the contract and the grounds for that position.

The Agreement will not be awarded until a decision has been made on the filed protest.

### **Required Forms**

This section contains both required forms and links to additional required forms that shall be completed and submitted. Proposers are advised that this is not an inclusive list of supporting documentation that must be submitted.

Client References

1. Bidder Declaration Form
2. Contractor Certification Clauses
3. Iran Contracting Act Certification
4. Darfur Contracting Act Certification
5. California Civil Rights Laws Certification

## **OTHER TERMS AND CONDITIONS**

### **Terms**

The term of this agreement will be from February 1, 2023, through December 31, 2023. The State Council on Developmental Disabilities reserves the right to extend the contract term for one-year. The State Council on Developmental Disabilities shall endeavor to give notice of its intention to extend the contract term at least sixty (60) days before expiration of the contract term.

### **Project Change**

Contractor shall immediately notify SCDD when any part of the contract becomes inoperative or requires change(s). Contractor may submit a written request to SCDD for any change(s) in the project but shall not implement any changes prior to written SCDD approval, in accordance with this contract, state laws, federal laws, policies, and procedures, including the approval of the Department of General Services, if required. Such a request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the program as outlined in the contract and the intended outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstances can the budget changes exceed the total amount of the contract authorized by SCDD.

### **Termination of Contract**

The contract may be terminated with or/without cause by SCDD or the Contractor, upon providing a 30-day written notice to the other party. If the contract is terminated prior to completion, any/all equipment purchased through this contract will be returned to SCDD.

## **Restrictions on Outside Employment of State Employees**

### **Current State Employees**

No officer or employee in state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored and/or funded by any state

agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent Contractor with any state agency to provide services or goods. (Public Contract Code §10411).

### **Former State Employees**

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation.

The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code §10411).

### **Conflict with Present State Employees**

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, or in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code §19990).